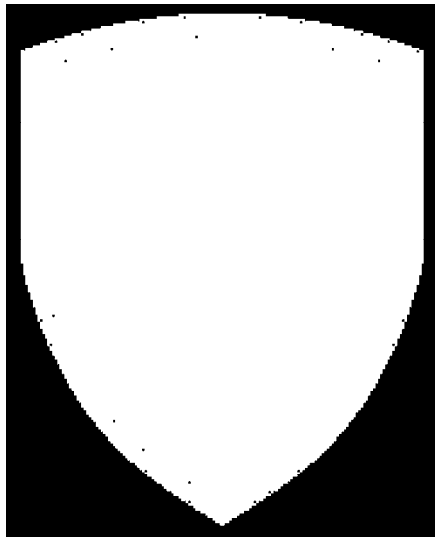


NEGOTIATED AGREEMENT
BETWEEN
UNITED STATES ARMY
COMMUNICATIONS-ELECTRONICS COMMAND

AND

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 1904 (AFL-CIO)



6 JANUARY 1981

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PREAMBLE

Section 1. Pursuant to the policy set forth in the Civil Service Reform Act of 1978 (CSRA) and subject to applicable laws, government wide, Agency regulations (subject to the provisions of 5 U.S. C. 7117), and other legal authority, these articles together with any supplements, shall constitute an Agreement between the U. S. Army Communications-Electronics Command herein after known as the Employer and the American Federation of Government Employees Local 1904 (AFL-CIO) herein after known as the Union.

Section 2. Whereas the well-being of employees and efficient administration of the Government are the responsibility of the Employer but are benefited by providing employees an opportunity to constructively participate in the formulation of personnel policies and practices affecting the conditions of their employment, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the UNION and the EMPLOYER.

DEFINITIONS

The following definitions of terms used in this agreement shall apply.

1. AMENDMENTS: Modifications of the Basic Agreement to add, delete, or change of portions, sections, or articles of the Agreement as may be required.
2. CONSULTATION: Oral discussions between representatives of the Employer and the Union for the purposes of obtaining and considering their views or advising them on matters relating to personnel policies, practices or condition of employment.
3. EMERGENCY SITUATION: A situation which poses sudden, immediate, or unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.
4. EMPLOYEE: Subsequent reference to "employee" and "employees" will be understood to apply to the employees of the recognized bargaining unit represented by the Union.
5. EMPLOYER: The United States Army Communications-Electronics Command.
6. NEGOTIATION: Good faith bargaining by representatives of the Employer and the Union on appropriate issues relating to conditions of employment and personnel policies and practices, with the view toward arriving at an agreement.
7. SUPPLEMENTS: Additional articles, negotiated during the term of the Basic Agreement, to cover matters not covered by the Basic Agreement.
8. UNION: American Federation of Government Employees, Local 1904 (AFL-CIO)

ARTICLE 1

RECOGNITION & UNIT DETERMINATION

Section 1. The employer recognizes the Union as the exclusive representative of all eligible employees in the Unit. The Union will act for and negotiate agreements governing the employees identified below.

Section 2. UNIT OF RECOGNITION: All non-professional employees, including employees in the position of Employee Development Assistant, GS-203-7, located in the Personnel and Training Directorate of the U.S. Army Communications-Electronics Command located at Fort Monmouth, New Jersey.

EXCLUDED: Firefighters, non-appropriated fund employees, professional employees, management officials, supervisors and confidential employees, employees engaged in federal personnel work in other than a purely clerical capacity, employees engaged in administering the Statute, employees engaged in intelligence or other security work directly affecting National security, and employees primarily engaged in investigation or audit functions related to the internal security or integrity of the agency as described in 5 USC 7112 (b) (2) , (3) , (4) , (6) and (7).

ARTICLE 2

RIGHTS AND OBLIGATIONS OF EMPLOYEES

Section 1. Each employee has the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of his rights. Such rights include:

- a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the Executive Branch of the government, the Congress, or other appropriate authorities.
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees of the bargaining unit.

Section 2. Nothing in this Agreement shall require an employee to become or to remain a member of the Union except pursuant to a voluntary, written authorization by the employee for the payment of dues through payroll deduction.

Section 3. If an employee is to be served with a warrant or subpoena, during working hours, to the extent possible it will be done in private without the knowledge of other employees.

Section 4. Personnel policies, procedures and regulations shall be applied fairly and equitably insofar as they are within the employer's discretion.

Section 5. Employees will be treated, with dignity. Sensitive discussions with individuals will be conducted in private to the extent possible.

Section 6. There will be no discrimination against employees because of marital status, union membership, political affiliation or veteran status.

Section 7. Employees are obligated to:

- a. Perform all assigned duties appropriate to their job description to the best of their ability.
- b. Comply with applicable standards of conduct.

Section 8. The Union will be given the opportunity to be present at formal discussions between one or more representatives of the Employer and one or more employees or their representatives concerning any grievance or personnel policy or practice or other general condition of employment. Nothing in this Article or in this Agreement will be interpreted so as to limit a supervisor from meeting informally with an employee without the Union being present.

Examples of the purpose of such informal meetings with employees would include, but would not be limited to:

- a. Counseling employees;
- b. Discussing performance evaluations and appraisals with employees;
- c. Discussing the assignment of work with employees;
- d. Discussing matters of personal concern to employees; and
- e. Delivering instructions to employees.

Section 9. The Employer agrees to timely processing of retroactive pay entitlements and expense reimbursement vouchers.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. In the administration of all matters covered by this Agreement, the parties are governed by existing and future laws, government-wide regulations, policies, and other binding outside authorities. This includes published agency and Employer policies and regulations in existence at the time this Agreement was approved that are not in conflict with this Agreement.

Section 2. Nothing in this Agreement shall affect the authority of the Employer:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

b. In accordance with applicable laws:

(1) To hire, assign, direct, lay off, and retain employees in the agency, to reward, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out and to determine the personnel by which agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from-

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

(c) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 3. Employer's representatives will be treated with dignity. Sensitive discussions initiated by Union representatives with management will be conducted in private to the extent possible.

ARTICLE 4

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. It is understood and agreed that matters appropriate for negotiation between the parties are personnel policies, practices and conditions of employment. Proposed changes will be furnished the Union prior to dissemination and implementation. The Union, if they determine appropriate, will submit its proposals for negotiation within 20 days after receipt of change, and negotiations will commence within 20 days after receipt of the Union proposals. It is agreed changes will not be implemented until the negotiation process is complete.

Section 2. The Employer agrees to provide the Union the opportunity to comment on changes in mission, organization and functions. Sufficient information will be provided to permit full and proper discussion and form a basis to prepare proposals and negotiate on the impact of the decision. This consultation in no manner will be construed to limit the Employer's prerogatives to act. In such matters, generally a 30 day notice will be given. This does not apply to Article 19.

Section 3. Duty time will be granted to negotiate on changes.

Section 4. All time limits herein may be changed by mutual consent

ARTICLE 5

LABOR MANAGEMENT MEETINGS

Section 1. The Employer and the Union agree that representatives of the CPO and the Union will meet bi-weekly at a convenient location agreed upon by the parties unless it is agreed that no meeting is needed.

Section 2. Each party shall have the responsibility to keep its own notes of the meeting. Minutes will be exchanged within one week after each meeting.

Section 3. If either party has any specific items to discuss, they must be provided to the other party at least three work days prior to meeting.

Section 4. Additional persons may be invited, by mutual consent.

Section 5. The purpose of the meeting is to discuss subjects of general interest to the Employer and the Union.

Section 6. This does not preclude meetings between the Union President and the Commander as scheduled.

Section 7. This article is not intended to preclude meetings between area Vice Presidents and the respective managers.

ARTICLE 6

UNION REPRESENTATIVES AND OTHERS PERMITTED ON GOVERNMENT PROPERTY

The Employer agrees to recognize employees of the Union, attorneys, and other representatives, that are duly authorized in writing by the Union. These individuals will be permitted on the premises of the Employer for representational matters and union activities. They will conform to Employer's security regulations.

ARTICLE 7

OFFICIAL FACILITIES AND SERVICES

Section 1. In addition to space provided in Building 422, the Employer will allow the Union representatives to utilize conference rooms in other buildings throughout Fort Monmouth during normal duty hours (for representational purposes and meetings during lunch periods). Arrangement for use of the conference rooms will be made by the authorized representatives, consistent with the existing Employer procedures.

Section 2. The Employer will, upon request of the Union, but not more frequently than quarterly, furnish the Union Management Employee Relations Report #04 (a list of names, Position titles, grades, and duty stations of all bargaining unit employees)

Section 3. The Employer agrees to list the name of the Union and two Union hall phone numbers in the Fort Monmouth Telephone Directory.

Section 4. The Employer agrees to provide access to all Office of Personnel Management (OPM), Department of Defense (DoD), Department of the Army (DA) and CECOM regulations and policies.

Section 5. The Employer agrees to provide MAN/LAN connection and establish an AFGE Bulletin Board. Nothing will be posted that may be considered personally derogatory against any member of management or organizational segment. The Union President will approve all items posted.

Section 6. The Employer agrees to furnish the Union with one copy of each CECOM regulation concerning personnel policies, practices and working conditions negotiated with the Union.

Section 7. A reserved parking space will be designated for the Union President near building 1208.

ARTICLE 8

Employee Beneficial Suggestions

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ARTICLE 9

EMPLOYEE PERSONNEL RECORDS

Section 1. Management shall maintain the Official Personnel Folder of each employee in accordance with applicable laws, rules, and regulations.

Section 2. An employee's copy of written materials placed in the Official Personnel Folder shall be routinely given to the employees. Upon request the materials shall be discussed with an employee.

Section 3. Employees may review their Official Personnel Folder upon request to the appropriate management official.

Section 4. In the event a supervisor decides to maintain a working file on an employee, it shall be limited to documents and records pertinent to the supervisor and the employee. The contents of any working file shall be made available for review upon request by the employee. Materials in working files which are no longer relevant to the supervisor and employee shall be destroyed. Materials maintained shall be no older than 1 year. Entries made within 90 days of the end of the appraisal period may be kept until the end of the following appraisal period.

Section 5. The Employer and the Union agree to remind bargaining unit employees on an annual basis of the employee's responsibility for updating their career management records and official personnel folders, and the importance of doing so.

ARTICLE 10

ASSIGNMENT OF TEMPORARILY ILL OR INJURED EMPLOYEES

Employees recuperating from illness or injury and temporarily unable to perform their assigned duties may submit a written request to their supervisor for temporary assignment to duties commensurate with the disability and the employee's qualifications. The Employer will have such request reviewed by an Employer Medical Officer for appropriate recommendations. The employer shall, to the extent possible, and in accordance with applicable rules and regulations and medical recommendations, make every reasonable effort to grant such temporary assignments when requested. The Employer may, on its own initiative, consistent with applicable rules, regulations and medical recommendations, assign recuperating employees to other duties. Such employees will continue to be considered in accordance with current regulation, or promotional opportunities.

ARTICLE 11

EMPLOYEE INDEBTEDNESS

Unless prescribed by law, the Employer will not be placed in the position of collecting or determining the validity of contested debts. It 's the responsibility of each employee to manage his financial affairs in such a manner as to avoid casting aspersions upon the Employer.

ARTICLE 12

ADVERSE ACTION

Section 1. An adverse action is:

- (a) a removal (for reasons other than unacceptable performance)
- (b) a suspension for more than 14 days
- (c) a reduction in grade (for reasons other than unacceptable performance)
- (d) a reduction in pay and/or
- (e) a furlough of 30 days or less.

Section 2. Employees will be given 45 day notice of any proposed adverse action except as qualified by the CSRA.

Section 3. An employee will be furnished a copy of the documents which formed the basis for the action.

Section 4. After an adverse action decision is issued, at the discretion of the affected employee, the matter may be appealed to the Merit System Protection Board or grieved under the negotiated grievance procedure, but not both.

Section 5. Adverse action procedures and rights applicable to probationary and temporary employees are as specified in the FPM.

Section 6. Nothing in this contract precludes the Employer from implementing an adverse action following the decision to take such action.

Section 7. Any adverse action will be initiated (for formal) or taken (for informal) no later than 45 working days, if possible, depending upon the circumstances, after management became aware of the matter which gave rise to the action. If the proposed formal adverse action is not initiated within this period, the proposed action will be dropped. The following timetable applies to formal adverse actions:

- a. Employee response (written or oral) - 10 working days.

b. Employer decision letter - Within 22 working days after employee response or from employee reply due date.

Section 8. When an employee is issued a notice of proposed formal disciplinary action, decision letter, ADA, or any other adverse action, the notice will make the employee aware of all his rights and privileges. This notice will include the following language: You are represented by AFGE Local 1904, and therefore entitled to representation in accordance with the negotiated contract between the United States Army Communications-Electronics Command and the American Federation of Government Employees, Local 1904 (AFL-CIO). Should you wish to contact AFGE for assistance, they are located in Bldg. 422, Frazier Avenue, Fort Monmouth, NJ extension 24675 or telephone number (732) 542-4345.

ARTICLE 13

DISCIPLINARY ACTION

Section 1. The parties agree that primary emphasis will be placed on preventing situations requiring disciplinary action.

Section 2. The Employer has the right to have informal discussions regarding deficiencies in performance or conduct with employees as part of day to day supervision and counseling without Union representative present. An employee shall have the right to Union representation during any examination of the employee by a supervisor in connection with an investigation when the employee reasonably believes that the examination may result in disciplinary action against the employee.

Section 3. A formal disciplinary action is any action taken against an employee which causes anything critical of the employee to be placed in his personnel folder and which does not qualify as an adverse action or a removal or downgrade based on unacceptable performance. An informal disciplinary action is an oral admonishment or reprimand. Disciplinary actions against employees, must be based on just cause, be consistent with applicable laws and regulations and be fair and equitable.

Section 3a. It is agreed that Alternative Discipline Agreement (ADA) will be offered for all disciplinary actions which would ordinarily result in a 14 day suspension. (see appendix A).

Section 4. When an employee is issued a notice of proposed formal disciplinary action, decision letter, ADA, or any other adverse action, the notice will make the employee aware of all his rights and privileges. This notice will include the following language: You are represented by AFGE Local 1904, and therefore entitled to representation in accordance with the negotiated contract

between the United States Army Communications-Electronics Command and the American Federation of Government Employees, Local 1904 (AFL-CIO). Should you wish to contact AFGE for assistance, they are located in Bldg. 422, Frazier Avenue, Fort Monmouth, NJ extension 24675 or telephone number (732) 542-4345.

The Employer shall provide the union a copy of any disciplinary action.

Section 5. Any disciplinary action will be initiated (for formal) or taken (for informal) no later than 45 working days, if possible, depending upon the circumstances, after management became aware of the matter which gave rise to the action. If the proposed formal disciplinary action is not initiated within this period, the proposed action will be dropped. The following timetable applies to formal disciplinary actions:

- a. Employee response (written or oral) - 10 working days.

b. Employer decision letter - Within 22 working days after employee response or from employee reply due date.

Section 6. No disciplinary action will be taken more than once for each occurrence of an offense. More severe penalties may be imposed for repeated offenses documented Within a 12 month period. Nothing in this contract precludes the Employer from implementing a disciplinary action following the decision to take such action.

Section 7. Any action by a supervisor which coerces or demands retirement in lieu of discipline is improper and may be grieved.

Section 8. An employee will be furnished a copy of the documents which formed the basis for the action.

ARTICLE 14

MERIT PROMOTION PLAN

Section 1. PURPOSE. This plan establishes the policies and procedures for all promotions and other competitive placement actions serviced by the Fort Monmouth Civilian Personnel Advisory Center (CPAC) for all bargaining unit positions represented by AFGE, Local 1904 within CECOM. This plan is in accordance with statutory and regulatory guidance from the Office of Personnel Management (OPM), Department of Defense (DOD) and Department of Army (DA) and ensures a systematic means of employee selection according to merit principles.

Section 2. POLICY.

a. Positions covered by this plan will be filled solely on the basis of merit without regard to political, religious, or labor organization affiliation or nonaffiliation, marital status, race, color, sex, national origin, nondisqualifying physical disability, age, or sexual orientation and shall be based solely on job-related criteria. The Agency will adhere to the provisions 5 U.S.C. 2301 (b) Merit System Principles and 5 U.S.C. 2302 Prohibited Personnel Practices.

b. All personnel concerned with the recruitment, evaluation, and selection of employees must be aware of the Federal Equal Opportunity Recruitment Program goals to improve the representation of minorities and women in the work force and strive to achieve those goals within the framework of the merit promotion and placement procedures.

c. It is the policy of the installation that all noncompetitive career ladder promotions will be made effective on the first pay period after the employee becomes eligible for promotion provided the supervisor/manager attests that the employee is performing satisfactorily, and that all training and qualifications requirements have been met. There must also be a determination that funds are available. When funds become available, the employee will be retroactively promoted (with back pay) to the time the employee would have been promoted.

Section 3. SCOPE.

a. The provisions of this plan apply to all competitive service positions at activities serviced by the Fort Monmouth CPAC, with the exception of the following:

(1) Senior Executive Service positions or equivalent.

(2) Positions identified at mandatory command, DA, or DOD-wide referral levels, which are filled under the provisions of applicable career program regulations.

b. Copies of this plan will be provided to all serviced activities at Fort Monmouth. Activities will make copies available to all employees upon request.

c. Where provisions of this plan differ from negotiated labor agreements, the provisions of the negotiated agreements will apply. When provisions of this plan differ from changes in law or regulation, the changes in law or regulation will apply, subject to the provisions of Article 4 of the collective bargaining agreement.

Section 4. COMPETITIVE ACTIONS. The following placement actions must be accomplished in accordance with the competitive procedures of this plan:

a. All permanent promotion to higher graded position or to a position with more promotion potential than a position previously held on a permanent basis in the competitive service.

b. Reassignment or demotion to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (except as permitted by reduction in force regulations.)

c. All temporary promotions for more than 120 days to a higher graded position. Prior service during the preceding 12 months under noncompetitive temporary promotions and noncompetitive details to higher graded positions counts toward the 120-day total. A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures, and the fact that it may lead to a permanent promotion was made known to all potential candidates in the appropriate area of consideration.

d. Details for more than 90 days to a higher graded position or to a position with higher promotion potential. Prior service during the preceding 12 months, under noncompetitive detail to higher graded positions and noncompetitive time-limited promotions, counts toward the 90-day total.

e. Appointment, transfer, or reinstatement to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.

f. Veterans Readjustment Authority (VRA), severely disabled, and mentally challenged employees serving under excepted appointments. These employees may compete for reassignment or promotion to competitive service positions within the restraints of their excepted authority. They must meet all requirements of the Merit Promotion Program, including time-in-grade restrictions, if applicable.

g. VRA eligible, severely disabled, mentally challenged, 30-Percent or more disabled veterans, and reinstatement eligible serving under temporary appointments. These employees may apply and compete for concurrent consideration for positions under this Merit Promotion Plan.

h. Applicants for VRA, severely disabled, mentally challenged, or 30-percent or more disabled veteran appointments. These individuals may be given concurrent consideration for positions announced under the Merit Promotion Program.

i. Employees desiring reassignment or change to lower grade must file using merit promotion procedures.

Section 5. EXCLUSIONS. The following actions may be excluded from the competitive procedures of this plan:

a. Promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to issuance of a new classification standard or the correction of an initial classification error.

b. A position change permitted by RIF regulations.

c. Special consideration referrals in the following order:

(1) Statutory (e.g., Reemployment or Restoration) Placements.

(2) Directed Placements (e.g., Courts, MSPB, EEOC, Arbitrations, or Other Tribunals) or other corrective actions.

(3) RIF actions, or placements in lieu of RIF.

(4) Local repromotion eligibles.

(5) Certain actions permitted under the DOD Program for Stability of Civilian Employment (e.g., job swaps, medical accommodations, etc.).

(6) Reemployment Priority List (RPL) registrants for positions at or below grade last held by the registrant.

(7) DOD Priority Placement Program (PPP) registrants and the remainder of the RPL candidates.

(8) Special consideration after failure to receive consideration under the Merit Promotion Plan. (Consideration will be for the next appropriate vacancy and is limited to one consideration for each consideration not properly received).

(9) All other competitive/noncompetitive placement actions involving DOD candidates.

(10) Interagency Career Transition Assistance Program (ICTAP) eligibles.

(11) Selection of candidates from non-DOD sources.

d. Management may decide to fill a position vacancy by reassignment of an available employee. This would be applicable only to positions with no known promotion potential beyond that allowed in employee's current position. These actions will be processed non-competitively. In some instances, such as to avoid adverse impact of RIF or reorganization, management may find it necessary to initiate action that will result in non-competitive, involuntary reassignment of employees to positions having no known potential. Employees who fail to consent to reassignment will be given an advance written notice with reasons for the proposed assignment and why they were selected, and will be provided an opportunity to reply. After full consideration of the reply, or if no reply is received, the employee will be given a written notice of decision. If the decision is to effect the reassignment and the employee refuses, the refusal may result in removal of the employee for failure to accept the new assignment. Non-competitive assignments such as, but not limited to, fitness-for-duty placements and placements to avoid adverse impact of RIF or reorganization, may be made regardless of the fact that a competitive recruitment action has been initiated.

e. Detail to a higher grade position or a position with known promotion potential of 90 days or less; therefore, a maximum of 90 days non-competitive detail is allowable in a 12-month period. When an employee is assigned to perform higher level duties exceeding 90 days, the employee will receive a temporary promotion on the 91st day, provided the employee meets applicable qualification standards for the assigned position. In no case will the employee who is assigned to those higher-graded duties be required to perform those duties after the 90th day without the benefit of a temporary promotion.

f. This exception covers repromotion of employees who were previously demoted within DOD without personal cause and not at personal request. Involuntary placement into a lower graded position for reasons such as RIF, correction of a classification error, change in classification standards, return from overseas after completion of a satisfactory tour of duty, or declination of a functional transfer out of the commuting area, is not considered to be at the employee's request. In accordance with this exclusion, two types of special consideration for repromotion will be administered:

(1) Employees receiving grade or pay retention benefits are entitled to mandatory repromotion to the grade from which demoted, and to any intervening grades. Employees will continue to receive repromotion consideration for as long as the entitlement to grade or pay retention benefits exist. When more than one mandatory repromotion eligible is available, all will be referred to the selecting official.

(2) Employees who are changed to a lower grade (CLG) without benefit of grade or pay retention are also entitled to repromotion consideration; however, selection under these conditions is optional. Consideration for repromotion under this situation will cease 2 years after the effective date of the adverse action or sooner if the employee has a break in service of more than 3 days; is demoted for personal cause or at own request; is placed in or declines a position of equal or higher grade/rate of the basic pay as the position from which demoted; or elects, in writing, to terminate the entitlement.

(3) Special consideration for repromotion will apply to vacancies in all serviced activities. Employees must be fully qualified for all positions.

g. Noncompetitive conversion of severely disabled individuals.

h. Noncompetitive conversion of students under Student Career Experience Program.

i. Noncompetitive appointment of eligible veterans with a 30% or more disability who are serving on temporary appointments.

j. Noncompetitive appointment of Veterans Readjustment Appointment (VRA) eligibles, OPM interchange agreement eligibles, reinstatement eligibles, and executive order eligibles.

k. Promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to issuance of a new classification standard or the correction of an initial classification error.

l. Promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities when all of the following are met:

(1) There are no other employees at the same grade, within the branch where the position exists, who are performing duties substantially the same as those performed by the employee prior to the addition of the new duties and responsibilities;

(2) The employee continues to perform the same basic functions as in the former position and the duties of the former position are administratively absorbed into the new position;

(3) The addition of the duties and responsibilities does not result in an adverse impact on another encumbered position, such as abolishing the position or reducing the known promotion potential of another position; and

(4) The employee meets all eligibility requirements for the position.

m. Career Ladder Promotion. This is a promotion without further competition of an employee who was appointed in the competitive service from a civil service register, by direct hire, by noncompetitive appointment or noncompetitive conversion, or under the competitive promotion procedures of this plan for an assignment intended to prepare the employee for the position being filled. (The intent must be made as a matter of record and career ladders must be documented.)

n. Promotion to a grade previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement) from which the employee was separated or demoted for other than performance or conduct reasons.

o. Temporary promotions of 120 days or less. (Or for up to 179 days to maintain continuity of essential functions during base closures or during major reorganizations involving a significant number of employees if there is no increase in authorized strength with the exception of transfers of function or work.) Prior service during the preceding 12 months under non-competitive time-limited promotions and non-competitive details to higher graded positions counts toward the 120 day total.

p. Detail to a higher grade position or a position with known promotion potential, of 90 days or less. Prior service during the preceding 12 months under non-competitive details to higher graded positions and non-competitive time-limited promotions counts toward the 90-day total.

q. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having no greater promotion potential than that of a position the employee currently holds or previously held on a permanent basis in the competitive service or other merit system with which OPM has an interchange agreement (i.e., NAF , DCIPS) from which the employee was separated or demoted for other than performance or conduct reasons, except for positions at the GS-12 level and above.

Section 6. RESPONSIBILITIES.

a. The Northeast Civilian Personnel Operations Center (NECPOC) is responsible for:

(1) Administering the merit promotion and placement program to ensure that the provisions of this plan and the spirit and intent of Title 5 United States Code are met.

(2) Advising, assisting, and disseminating information/guidance to the CPACs pertaining to recruitment strategies, appropriate areas of consideration, supervisory and employee responsibilities and regulatory requirements.

(3) Preparing merit promotion vacancy announcements.

(4) Electronic distribution of vacancy announcements.

(5) Rating and ranking applications.

(6) Issuing referral lists to the CPACs or manager/supervisors, as appropriate.

(7) Notifying ineligible applicants, and applicants who are eligible, but not referred for selection consideration.

(8) Validating selections in accordance with law, rule, and regulation.

(9) Providing information and data in response to inquiries.

(10) Maintaining records.

b. The Civilian Personnel Advisory Centers (CPAC) are responsible for:

(1) Assisting the NECPOC in providing information on the merit promotion and placement program to the workforce.

(2) Assisting and advising managers on recruitment strategies, recommended areas of consideration, development of crediting plans/job search plans and determining conditions of employment.

(3) Assisting in distribution of vacancy announcements.

(4) Ensuring that selections are properly documented on referral lists.

(5) Notifying the NECPOC of selections.

(6) Making job offers and establishing effective dates.

(7) Confirming final job offers to employees.

(8) Responding to inquiries from applicants, managers, EEO officials, Union officials, and other appropriate parties, either directly or by requesting appropriate information or data from the NECPOC.

c. Managers and supervisors are responsible for:

(1) Communicating the provisions of this plan to employees.

(2) Anticipating personnel requirements and initiating appropriate action on a timely basis.

(3) Reviewing and monitoring selection procedures to ensure compliance with the spirit and intent of the affirmative action program goals and objectives and the merit principles of Title 5, United States Code.

(4) Assisting employees in applying for vacancies and, upon written request from employees, submitting applications for merit promotion announcements during the employee's absence for legitimate reasons.

(5) Developing recruitment strategies and identifying appropriate areas of consideration, with the assistance of the CPAC/CPOC.

(6) Developing crediting plans or approving and providing input to job search criteria, with the assistance of the CPAC or NECPOC.

- (7) Obtaining any required organizational approvals for recruitment action.
 - (8) Obtaining necessary reviews of the selection by EEO or higher management officials.
 - (9) Promptly making selections and returning documented referral lists to the CPAC.
 - (10) Notifying candidates on referral lists of their nonselection.
 - (11) Providing assistance and counseling to employees on self development opportunities, application procedures, and reasons for nonselection.
 - (12) Exercising particular care in the assignment of new or changed duties. Requesting advice and assistance from the CPAC when planning new assignments, training, or details.
- d. Employees are responsible for:
- (1) Notifying their supervisors/managers in writing of job opportunities for which they are interested in applying during periods of legitimate absence.
 - (2) Seeking advice and assistance from their supervisors and CPAC representatives on the provisions of this plan, preparation of application materials, and self development opportunities.
 - (3) Carefully reviewing vacancy announcements prior to applying to determine whether or not they meet the specific requirements for the position, and providing all information and forms requested.

e. The EEO Officer is responsible for:

- (1) Consulting with the CPAC on the provisions and applications of this plan.
- (2) Advising managers/supervisors on affirmative action goals and responsibilities.
- (3) Developing, executing and assessing programs designed to support affirmative employment.

Section 7. LOCATING CANDIDATES (INTERNAL/EXTERNAL).

a. Area of Consideration:

- (1) The area of consideration must be sufficiently broad to ensure the availability of a reasonable number of high quality candidates, taking into the account the nature and level of the position to be filled, merit principles, EEO affirmative action goals and objectives, and applicable regulations and requirements of negotiated agreements.

(2) The area of consideration will be identified in the merit promotion vacancy announcement.

(3) As a minimum the area of consideration will include the activity or major organizational segment where the vacancy under recruitment is located plus applications received by the closing date of the vacancy announcement from Department of the Army employees with competitive status who are outside the minimum area of consideration (DA Voluntary Applicants).

(4) To the maximum extent practical, immediately appointable family members who are relocating to accompany DA military and civilian sponsors and candidates eligible for special noncompetitive appointments (e.g. VRA, severely disabled, disabled veterans) should be considered for competitive service jobs within the restraints set by the special appointing authorities.

b. For positions filled using RESUMIX, Vacancy announcements will include:

(1) Vacancy announcement number, opening and closing dates.

(2) Position title/series/grade, organization and location of vacancy(s).

(3) Information on who may apply (Area of Consideration (AOC)).

(4) A summary of the job duties.

(5) A statement of the qualification requirements for the position to include general or specialized experience and education requirements.

(6) Designation of any special requirements.

(7) Instructions on how to apply or direction to those instructions.

(8) Employer's EEO statement.

(9) Employees may contact the CPAC personnel specialist at Fort Monmouth for any information.

(10) Evaluation methods to be used.

(11) If the position being filled is one with known promotion potential and subsequent career promotion from it is possible, this fact will be stated in the Vacancy announcement/advertisement.

c. Vacancy announcements will be published when filling vacancies through the competitive procedures described in this plan.

d. Vacancy announcements will be open for five (5) working days, excluding the opening date.

Section 8. COMPETITIVE PROCEDURES & CANDIDATE EVALUATION.

a. The NECPOC will use an automated rating and referral system (such as the skills based RESUMIX) for filling positions under this plan. Under RESUMIX, in order to apply applicants will be required to submit a resume for processing into an automated database. Incomplete or unscannable resumes will be rejected. All resumes received, accepted, and verified will be stored in the database. Internal applicants (employees serviced by the NECPOC) will receive consideration for jobs by self-nominating against an open job advertisement. External applicants (applicants not serviced by the NECPOC) will receive initial consideration by submitting a resume and supplemental data in response to a Vacancy announcement. After submitting a resume and supplemental data in response to a Vacancy announcement. Self-nominations must be received by the closing date of the job advertisement. The automated functions are as follows:

(1) Using the job description of record for the position being filled and RESUMIX, the NECPOC specialist extracts the skills required by the position and forwards (e-mail) them to the manager for addition or deletion of skills, identification of mandatory or required (if any) and desired skills and approval of the job search criteria to be used.

(2) The NECPOC enters the job search criteria into the automated system.

(3) The NECPOC prepares and publishes the Vacancy announcement on the DA web page and/or other automated bulletin boards. Vacancy announcements will also be sent/provided to the CPAC for local distribution to the workforce where required.

(4) Applicants' resumes will be matched against the required and desirable skills criteria. The NECPOC will check resumes for basic qualifications, time-in-grade (where applicable), performance appraisals, and any other unique position requirements, as advertised.

(5) Best qualified candidates are referred in alphabetical order. The referral list along with resumes is sent through the CPAC to the selecting official or directly to the selecting official, where feasible and where the CPAC and NECPOC so decide.

b. If RESUMIX is not used, for selections of candidates where RESUMIX would normally be used, alternative methods will be employed subject to mutual agreement with the Union.

c. To be eligible for promotion or placement under this plan, candidates must meet all eligibility requirements and minimum qualification requirements prescribed by OPM within 30 days of the closing date of the announcement/job advertisement. Applicants for promotion or placement into a job having greater growth potential than their current job must have a rating of

fully successful or higher in their most recent annual performance appraisal. In the absence of an appraisal, applicants will be presumed to be fully successful.

d. The selecting official may select or not select from among a group of best qualified candidates referred for selection consideration. Selections will be based solely on job-related criteria and the reasons for selection will be documented. If the referral list is returned without a selection, justification is required, and the Union will be furnished a copy upon request. In no instance will selections be deferred or delayed to circumvent the requirement of this plan and the merit promotion principles.

e. Referral lists will be valid for a period of fourteen (14) working days from the date issued. Reasonable extensions may be granted by mutual consent with the Union.

Section 9. SELECTION PROCEDURES.

a. Selection Officials have the option to panel any position. Panels will not include any bargaining unit employees.

b. Selecting Officials must interview five (5) candidates or more when there are ten (10) or more best qualified candidates.

c. Selecting Officials may interview any, all, or none if the best qualified list consists of less than ten (10) candidates.

l. Upon request, a panel member will meet with any candidate that was not referred to the Selecting Official and try to explain the reasons for non-referral.

m. As part of the selection process, Selecting Officials will consider their locally approved Affirmative Action Plan (AAP) and review all applications referred.

n. The Selecting Official should maintain records that document their selection. Selections must be based on job related factors and reasons annotated on the referral list.

o. A Merit Promotion Referral List may be used for up to fourteen (14) calendar days after the closing date of the Vacancy Announcement to fill similar positions. However Referral Lists to fill GS-12, 13s, 14s, and 15 positions can be used for thirty (30) days after the closing date.

Section 10. SELECTION NOTIFICATION.

a. The CPACs will notify selected candidates, make tentative offers, and establish entry on duty dates. Promotion of employees will be effective no later than the beginning of the second pay period after the employees acceptance of the offer.

b. All employees will be notified of non-selection within fourteen (14) days after selections are made.

Section 11. RECORDS.

a. Placement records will be subject to review by internal evaluation methods and by higher authority. Records and other applicable regulations will be used to document placement actions and will be maintained in accordance with DA record keeping requirements.

b. Sufficient documentation will be available within the placement records to provide a clear audit trail and permit a complete reconstruction of any action under this regulation.

c. It is understood that the parties will have full access to all regulations pertaining to Merit Promotion and copies of all documents pertaining to promotions within the bargaining unit, based upon an identified particularized need.

Section 12. CORRECTIVE ACTIONS. Appropriate corrective action required as a result of a procedural, regulatory or program violation of this plan or regulation will be accomplished in accordance with relevant sections of Title 5 and Title 7, United States Code, the Code of Federal Regulations (CFR) and applicable negotiated agreements.

Section 13. APPEALS, GRIEVANCES AND COMPLAINTS. See article 24 of the collective bargaining agreement.

ARTICLE 15

ALCOHOLISM AND DRUG ABUSE

Section 1. Employer maintains an active Alcohol and Drug Abuse Prevention and Control Program (ADAPCP). As part of this program, Employer maintains a Human Resources Council (HRC). It is understood and agreed that participation of employees in the ADAPCP is entirely voluntary. The Union will encourage employees to gain knowledge of the program and to avail themselves of the information, training and treatment, if necessary, as provided by this program.

Section 2. The parties recognize that alcoholism and drug abuse as illnesses which are treatable. It is also recognized that it is in the best interests of the affected employee and the parties that these illnesses be treated and controlled.

Section 3. Our concern is limited to alcoholism and drug problems which cause poor attendance and unsatisfactory performance on the job. The sole objective is to help the affected employee. This ADAPCP program is designed for rehabilitation.

Section 4. It shall be the responsibility of all supervisors to follow the alcoholism and drug problem policy and procedures. It shall also be their responsibility to assure any employee with an alcohol or drug problem that a request for diagnosis or treatment will not jeopardize his job rights or job security and that confidential handling of the diagnosis and treatment of these problems is an absolute fact - not just assertion.

ARTICLE 16

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer is committed to promoting equal opportunity through a positive, continuing program involving all management policies, programs, objectives, practices and personnel with the objective of a full workforce free from discrimination because of race, color, religion, sex (including sexual harassment), National origin, age, mental or physical handicap.

Section 2. A CECOM EEO advisory panel consisting of representatives of the Employer and one representative or one alternate of the Union will be established. The purpose of the panel is:

- a. To make recommendations concerning AA plan, where appropriate.
- b. To review data and conduct an ongoing analysis to determine any existing adverse impact or pattern of discrimination in, among other areas:
 - (1) Voluntary and involuntary actions contributing to turnover;
 - (2) Eligibility for promotions and career progression and selection criteria;
 - (3) Allocation of training opportunities;
 - (4) Awards;
 - (5) Formal disciplinary actions;
 - (6) The sources and kinds of discrimination complaints by organizational breakdown.

Section 3. The Employer will provide an Upward Mobility Program to assist minorities and lower graded employees an opportunity for advancement.

Section 4. If an individual chooses to file a complaint under the statutory procedure, he/she has the right to have a representative at all stages of the complaint procedure including pre-complaint counseling.

Section 5. The panel will meet at least quarterly. Union participant will be on official time.

Section 6. The Employer will provide 1 copy of the AA plan to the Union and a copy will be available in each directorate for employees to review.

ARTICLE 17

PERFORMANCE EVALUATION

(SEE AMENDMENT TO PERFORMANCE EVALUATION AT APPENDIX B)

Section 1. Employer and the Union agree that it is in the best interest of the Employer and employees that performance be evaluated in such a manner as to distinguish degrees of performance, give recognition to outstanding performers, and provide maximum guidance to employees for future development.

Section 2. The performance appraisal system shall, to the extent practicable, provide a fair, accurate, and objective evaluation of job performance. Each evaluation shall be directly related to job description. The Employer shall provide periodic counseling to assist employees in meeting performance standards. Employees shall be given a copy of their performance appraisal as well as a copy of counseling if recorded. If an employee refuses to sign/date the performance appraisal, the supervisor will note in the signature block that the “employee refused to sign/date.” This statement will be annotated on the appraisal form prior to giving the original to the employee. The employee shall be given the original evaluation upon completion.

Time limits to file any grievance will begin when the employee has received the original with the required signatures and/or annotations as stated above.

Section 3. When the Employer determines that an employee is performing at an unacceptable level, the employee will be informed in sufficient detail and be provided reasonable time to bring performance up to an acceptable level in accordance with law and regulations. The Employer will attach and record suspense forms to incoming performance evaluations for necessary follow-up. The Employer will make every effort to assure that employees are notified in advance when a WIGI is intended to be denied.

Section 4.

a. An employee whose reduction in grade or removal is proposed based on unacceptable performance will be entitled to the following:

(1) Thirty days advance written notice of the proposed action which identifies specific instances of unacceptable performance by the employee on which the proposed action is based, that occurred during the 1-year period ending on the date of the notice; and identification of the critical elements of the employee’s position involved in each instance of unacceptable performance.

(2) The right to be represented as stated in 5 U.S.C. 4503.

(3) Within 7 days to respond to the written notice, orally and in writing.

(4) Within 30 days after the date of expiration of the notice period, a written decision which specifies the instances of unacceptable performance by the employee on which the action is based; which has been concurred in by a supervisor or management official who is in a higher position than the employee who proposed the action, unless proposed by the Commander.

b. This section does not apply to the following:

(1) A reduction to the grade previously held of a supervisor or manager who has not completed the probationary period.

(2) A reduction in grade or removal of any employee in a probationary or trial period under an initial appointment who has not completed 1 year current, continuous employment under other than a temporary appointment limited to 1 year or less.

(3) A reduction in grade or removal of employee in the excepted service who has not completed 1 year of current continuous employment in the same or similar position.

ARTICLE 18

CAREER PROGRAMS AND CAREER COUNSELLING

Section 1. Career programs will be administered in accordance with DA Career Program guidance. The Union will encourage its members to obtain career counseling, to keep their records up to date, and to assure that needs for any special career counseling of which it becomes aware is presented for the Employer's review and consideration.

Section 2. Activity Career Program Managers or their representatives will meet with a Union designated bargaining unit member in that career field for the purpose of keeping them apprised of policy and procedural changes initiated by higher authority. These meetings will take place before dissemination of the information to employees.

ARTICLE 19

REDUCTION - IN - FORCE

Section 1. When a RIF is being planned, the Union will be notified so that it may submit its views for consideration.

Section 2. If it is determined a RIF will take place, the Union has the right to negotiate on the procedure Employer will use and on arrangements for employees adversely affected by the RIF.

Section 3. Retention registers will be made available for review by the employee and the Union representative.

ARTICLE 20

COMPETITIVE AREAS

The employees in the bargaining unit will all be in the CECOM competitive area.

ARTICLE 21

FLEXITIME

Section 1. Except for the following, CECOM will have flexitime:

- a. Shift workers.
- b. Safety requirements.
- c. Operational needs.

Section 2. The core time, when employees must be present, will be from, 0930 to 1100 and 1330 to 1430 which would mean that flexitime on both ends of the core time would be:

- a. Early 0600 to 0930
Flexible start time
- b. Late 1430 to 1800
Flexible Quit Time

Section 3. A flexible lunch hour schedule will range from 1100 to 1330 with each employee having the option of taking a lunch period no less than 30 minutes and no greater than 1 hour unless previously approved by the supervisor. Lunch periods will normally begin as scheduled in CECOM Reg 690-620 in order to stagger lunch periods, but in no case will it coincide with the beginning or end of the tour of duty.

Section 4. Each employee will work a total of 8 hours each day. A compressed work schedule is under study by Congress but is not applicable to CECOM employees at this time. Employees working more than 8 hours during one day must have prior approval to work overtime.

Section 5. Employees who wish to work flex hours will submit schedules of hours to be worked to their immediate supervisor. Initial schedules and changes to schedules will be negotiated between employees and their immediate supervisor. Supervisors will grant individuals requested hours if possible. Permanent changes in hours to be worked will be requested 2 weeks in advance of the start of the pay period in which they are to be effective, except for emergency reasons. If the submitted employee schedules for flexitime do not provide for coverage over the entire operating period, the following method will be used by the Employer to select employees required for coverage:

- a. Volunteers.
- b. If insufficient numbers of volunteers, least seniority by service computation date.

Section 6. Employer may require employees to sign in and sign out at the beginning and end of each work day on a standardized form maintained by the supervisor.

Section 7. Failure by an employee or a substantial number of employees to comply with this agreed upon flexitime article will serve as a basis for the Employer to remove the privileges of flexitime from those employees.

ARTICLE 22

AWARDS

The parties agree that the implementation and operation of the Incentive Awards Program are appropriate matters for consultation and negotiation consistent with existing regulations.

ARTICLE 23

SHIFT ASSIGNMENT

Existing procedure for the assignment of personnel to shifts, if changed, will be negotiated with the Union.

ARTICLE 24

GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. A grievance means any complaint

- (a) by any employee concerning any matter relating to the employment of the employee.
- (b) by the Union concerning any matter relating to the employment of any employee; or
- (c) by any employee, the Union, or the Employer concerning

(1) the effect or interpretation or a claim of breach of a collective bargaining agreement;
or

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. This grievance procedure does not apply to the following:

- (a) any claimed violation relating to prohibited political activities; or
- (b) retirement, life insurance, or health insurance; or
- (c) a suspension or removal for National security reasons; or
- (d) any examination, certification or appointment relating to initial employment; or
- (e) the classification of any position which does not result in the reduction in grade or pay of an employee.

Section 4. This negotiated procedure shall be the exclusive procedure available to the Union and employees in the bargaining unit for resolving such grievances except as provided in Section 5 of this Article. If an employee presents a grievance directly, on his or her own behalf, to the Employer for settlement consistent with the terms of this Agreement, the Employer shall provide the local Union representative an opportunity to be present at all discussions with the employee concerning the grievance. If requested, the Union agrees to represent all members of the bargaining unit in grievance proceedings. If an employee or group of employees designate a representative other than the Union, the Union reserves the right to approve that representative. If the Union does not approve a requested representative, the Union must provide representation.

Section 5. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, denial of within-grade increase after reconsideration or adverse action may at the employee's option raise the matter under a statutory appellate procedure or the negotiated grievance procedure but not both (except for discrimination complaints). For the purpose of this section and pursuant to Section 7121 (e) (1) of the Act, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever comes first.

Section 6. In the event either party declares a grievance non-grievable, the declaration will be made within the time limit for the decision. Questions of arbitrability will be declared within 15 days of invoking arbitration. All disputes of grievability and arbitrability referred to arbitration will be considered as threshold issues.

Section 7. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by the Employer and the aggrieved party (s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. The aggrieved will be granted official time to meet with his/her representative to discuss, prepare for and present his/her grievance.

Section 8. The following grievance procedure applies only for adverse actions and removals, or reductions in grade based on unacceptable performance. An employee after receiving a decision in an adverse action or in a removal or reduction in grade based on unacceptable performance, may within 10 working days of the effective date of the action, file a grievance in writing to the Employer. The Employer will provide a written decision on the grievance within 20 working days after receipt of the grievance; or an explanation will be provided as to the reason for delay and an estimated date for decision will be identified. This decision is final unless arbitration is invoked in accordance with Article 24, Arbitration.

Section 9. The following grievance procedure applies for EEO and all other matters (other than those in Section 8) initiated by an employee or the Union:

a. A grievance must be submitted orally or in writing to the supervisory level which has the authority to resolve the grievance within 10 working days of the time the employee or the Union became aware of the matter. The submission shall specifically state that the complaint is a grievance, identify the nature of the grievance, the specific relief sought, and the name of the grievant's official representative, if any.

b. An informal decision will be given by the immediate supervisor or management official authorized to resolve the grievance to the employee or Union official orally, if submitted orally, or in writing if submitted in writing, within 20 working days after the grievance is presented; or

an explanation will be provided as to the reason for delay and an estimated date for decision will be identified.

c. If the grievance is not settled at this point, the grievant shall, within ten (10) working days, forward the grievance in writing to the Employer. The Employer will provide a written decision on the grievance within 20 working days after receipt of the grievance. This decision is final unless arbitration is invoked in accordance with Article 24, Arbitration.

Section 10. Grievances initiated by the Employer will be submitted in writing to the President of the Union. The Union will meet with the Employer within 10 working days after receipt of the grievance by the Union President. The Union President will give the Employer a written answer within 10 working days after the meeting. If the written answer does not resolve the grievance, the Employer may refer the matter to arbitration in accordance with Article 24.

In the case of a suspension, since the employee is not working or in a duty status during the period of suspension, the 10 working days does not begin until the employee returns to duty.

Section 11. All time limits in this Article may be extended by mutual consent of the parties providing the request is made within the suspense period.

Section 12. Alternative Discipline Agreement procedures to address disciplinary actions and performance issues have been developed. See Appendices C and D.

ARTICLE 25

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievances processed under the negotiated grievance procedure, the Employer or the Union, but not an individual employee, may invoke arbitration by written notice to the other party within 30 calendar days after issuance of the final decision.

Section 2. Within 5 work days from the date of such notice of arbitration, the moving party shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of 5 impartial persons qualified to act as arbitrators. The parties shall meet within 10 calendar days after the receipt of such list. The Employer and the Union will each strike one arbitrator's name from the list and will then repeat this procedure until one person remains. The order of striking names shall be decided as follows: if the date of the month of the letter transmitting the list of arbitrators is even, the Union shall strike the first name, if odd, the Employer shall strike the first name. The remaining person shall be duly selected arbitrator.

Section 3. In the event either party refuses to participate in the selection of an arbitrator, or upon inaction or undue delay on the part of either party, the other (non-refusing or, non-delaying) party will, upon conclusion of the 10 calendar day period, unilaterally select one of the listed arbitrators to hear the issue. If either party refuses to participate in the hearing, after due notice, the hearing will proceed and the arbitrator will render his decision based upon the evidence presented.

Section 4. Prior to the hearing, the parties shall meet for the purpose of defining the issues to be arbitrated and the action needed to resolve those issues. If the parties fail to agree on a joint submission of the issue, each shall submit a separate statement and the arbitrator shall determine the issue or issues to be heard. The arbitrator will be limited from considering or entertaining issues outside the scope of the statements submitted.

Section 5. The arbitrator's fee shall be borne equally by the parties. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic work week. All bargaining unit employees participating in the hearing shall be in duty status.

Section 6. The arbitrator shall render a decision based upon the case before him regardless of the lack of participation by either of the parties. The case will consist of all evidence which is not immaterial, irrelevant, or unduly repetitious.

Section 7. The arbitrator will be requested to render his decision as quickly as possible, but in any event the arbitrator will render a written decision not later than 30 calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 8. The arbitrator's decision shall be binding on the parties. However, either party may file exceptions to a decision with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Section 9. Any dispute over the application of an arbitrator's decision shall be returned to the arbitrator for settlement, including remanded decisions.

Section 10. The arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

Section 11. The arbitrator's function is to interpret the provisions of this Agreement in cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, diminish, or alter the scope or meaning of the Agreement.

Section 12. The arbitrator may grant reasonable attorney fees as prescribed in Public Law 95-454.

Section 13. In the presentation of a disciplinary action case, the Employer will present its position first.

ARTICLE 26

OFFICIAL TIME

Section 1. The Union may designate such employees in the unit, as it chooses, to serve in a representative capacity. Representative duties include investigating, preparing and presenting grievances and representing bargaining unit employees in disciplinary actions and MSPB and EEOC proceedings. The Union shall supply the Employer, in writing and maintain with the Employer, on a current basis, a complete list of all employee Union representatives.

Section 2. Union representatives designated in accordance with Section 1 above shall be granted official time for representational duties as defined in this Agreement. The Union is granted a maximum of 1000 hours per year, commencing with the effective date of this agreement, to be allocated and used as determined by the Union collectively along all authorized representatives.

Section 3. Union representatives designated in accordance with Section 1 above who desire the use of official time for "representational duties" will adhere to the following procedure:

a. Request approval for known scheduled representational meetings from the immediate supervisor in advance of meeting and fill in form DRSEL Form 1138 "REPRESENTATIONAL DUTIES" after receiving approval. Upon return, complete form by entering time returned. Supervisor will sign form and furnish representative a copy.

b. It is recognized that under some situations of stress to employees that a Union representative may well assist in avoiding grievances. Therefore, urgent requests for absence under such conditions will normally be granted as well as for scheduled meetings unless such absence would cause an undue interruption of work or jeopardize the operation of the element. The representative will be so informed. In the event of an emergency, the representative will clearly identify the situation as an emergency. If time is denied, the incident will be recorded in an MFR by the supervisor and a copy furnished to the representative.

Section 4. An employee who is an official or representative of the union may be excused without charge to leave in conjunction with attendance at a training session sponsored by that organization, provided the subject matter of such training is of mutual concern to the Employer and the employee in his capacity as an organization representative and the Employer's interest will be served by the employee's attendance and missions needs do not preclude such attendance. Administrative excusal for this purpose should cover only such portions of a training session as meet the foregoing criteria and will normally not exceed eight hours in any 12-month period for any individual. It is recognized that occasions will arise where specific training may require more than 8 hours for an individual for continuity purposes. On such occasions, the Union will provide an explanation of the mutual benefit to the Employer. If mutual benefit is supported, the time will normally be granted provided no operational impairment exists. A total of 152 hours within a 12 month period is provided the Union for the above purposes.

ARTICLE 27

TRAVEL

Section 1. Appropriate regulations will be used to determine quarters availability for employees on TDY.

Section 2. Appropriate regulations will determine entitlement to overtime pay or compensatory time when employees are required to travel or work in TDY status during the employee's normal non-duty hours as a convenience to the Government.

ARTICLE 28

DURATION OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect for a period of two (2) years from date of approval.

Section 2. Either party may give written notice to the other, not more than one hundred and five (105) days nor less than sixty (60) days prior to the expiration date of the Agreement of its intention to amend, modify or renegotiate the Agreement. If neither party serves timely notice, the Agreement shall be automatically renewed for an additional period of one year. Only one such automatic renewal shall be applied.

Section 3. By mutual agreement the contract duration will be extended for the purpose of conducting negotiation of a new agreement. If negotiations are not concluded prior to the expiration date, this Agreement will continue in full force and effect until the negotiation process is concluded.

Section 4. Changes in laws or regulations of appropriate authorities which invalidate Articles or Sections of this Agreement will not have the effect of nullifying the total Agreement. Action to bring the affected portions into compliance will be taken expeditiously.

ARTICLE 29

UNFAIR LABOR PRACTICES

The Employer and the Union understand and agree that the filing of Unfair Labor Practice complaints or the threatening to file an Unfair Labor Practice complaint are not in the best interest of and conducive of harmonious labor-management relations. It is agreed that cooling off periods are desirable to maintain such relations. The parties therefore agree that prior to the actual filing of an Unfair Labor Practices complaint, the complaining party will submit the proposed complaint to the other party. Thereafter the parties will have 30 calendar days to settle their differences, after which the complaining party may file its ULP in accordance with FLRA rules if the matter is not resolved to its satisfaction.

ARTICLE 30

PRODUCTIVITY

Section 1. The Employer and the Union agree that continuous productivity improvement is essential to the maintenance of CECOM's mission effectiveness. The parties agree that attainment of productivity improvements, in part, is dependent upon constructive and cooperative Employer-Union interaction. To this end, the Union agrees to encourage among the employees within the bargaining unit a need for and a dedication to the improvement of operating efficiency and effectiveness, in order to achieve the goal of the optimizing the relationship between output and effort applied for maximum benefit of CECOM.

Section 2. The Union agrees to encourage employees to:

- a. Perform properly assigned duties to the best of their ability.
- b. Comply with applicable standards of conduct.
- c. Utilize sick leave judiciously and reduce unproductive time.

APPENDICES

Alternative Discipline Agreement	Appendix A
Performance Evaluation	Appendix B
Procedures for Grievances Involving Disciplinary Actions	Appendix C
Procedures for Grievances Involving Performance Ratings of Successful Level 3 or Higher	Appendix D

4 Nov 96

MEMORANDUM FOR DISTRIBUTION

SUBJECT: Alternative Discipline Agreement (ADA)

1. This memorandum amends certain aspects of the use of the Alternative Discipline Agreement (ADA). As you are aware, ADA has been used throughout Fort Monmouth since 12 Feb 1992. It has been a successful approach to disciplinary actions which ordinarily would result in a one to fourteen day suspension. Since its inception, ADA has been elected by employees in 70% of the cases in which offered, proving beneficial to both employees and managers.

Three changes have been incorporated into the ADA procedures. The first change pertains to the addition of the following statement on the ADA form "I (employee) understand that I am entitled to representation in this matter " (Encl 1). The second change affords a supervisor an option of not offering ADA when a subsequent offense is in the same category (according to the Table of Penalties) as a previous offense. The third change affects the length of time the ADA is maintained in the employee's Official Personnel Folder (OPF). Previously, the ADA remained in the OPF for the employee's tenure at Fort Monmouth. With this change, the length of time the ADA is maintained in the OPF will be commensurate with the suspension period management would have imposed had the employee not elected ADA. Moreover, any future misconduct will be considered as subsequent offenses to the misconduct for the length of time the ADA remains in the OPF. For instance, if an employee elects ADA in lieu of a 10-day suspension in October 1996 (in OPF 4 years) and commits another infraction in September 1999, the subsequent infraction would be considered a second offense since it occurred within four years from the date of the first offense.

Length of Suspension	Length of Time in OPF	Progressive Discipline
01 – 05 days	2 years	within 2 years
06 – 10 days	4 years	within 4 years
11 –14 days	5 years	within 5 years

These changes are being incorporated into the ADA as a result of negotiations with the AFGE, Local 1904 and were deemed beneficial to incorporate for the entire command. Please contact your servicing personnel management specialist if you have any questions.

CECOM Bottom Line: THE SOLDIER.

Encl
as

RICHARD E. KELLY
Director of Personnel
and Training

ALTERNATIVE DISCIPLINE AGREEMENT (ADA)

I, _____, voluntarily elect to accept corrective disciplinary action from management for the offense specified below under the Alternative Discipline Agreement (ADA).

DESCRIPTION OF OFFENSE:

By accepting discipline under ADA, I willingly admit to the offense. I fully understand and realize that management would have imposed a _____ day suspension without pay had I not elected to take ADA.

I agree that this action is considered my _____ offense in accordance with the Department of the Army Table of Penalties for Various Offenses.

I am committed to improving my future conduct, however, I understand management will deal more harshly with any further misconduct and/or wrongdoing in accordance with progressive discipline.

I understand that this agreement will remain in my Official Personnel Folder for _____ years or until I depart Fort Monmouth, whichever comes first. This agreement will be relied upon to support future disciplinary action, if required, for the tenure of this agreement.

I understand that my agreement to participate in ADA as stated above is voluntary and I fully agree with the terms of this program. I know and understand that if I had not participated in this program and had been suspended without pay, that I would have had appeal/grievance rights with respect to the charge and penalty discussed above. I fully understand that my election to participate in this program waives my rights to appeal or grieve through these procedures for this offense. I understand that I am entitled to representation regarding this matter.

When an employee is issued a notice of proposed formal disciplinary action, decision letter, ADA, or any other adverse action, the notice will make the employee aware of all his rights and privileges. This notice will include the following language: You are represented by AFGE Local 1904, and therefore entitled to representation in accordance with the negotiated contract between the United States Army Communications-Electronics Command and the American Federation of Government Employees, Local 1904 (AFL-CIO). Should you wish to contact AFGE for assistance, they are located in Bldg. 422, Frazier Avenue, Fort Monmouth, NJ extension 24675 or telephone number (732) 542-4345.

I am committed to improving my future conduct as follows:

EMPLOYEE'S SIGNATURE _____	DATE _____
SUPERVISOR'S SIGNATURE _____	DATE _____

APPENDIX B

AMENDMENT TO ARTICLE 17, PERFORMANCE EVALUATION OF NEGOTIATED AGREEMENT BETWEEN AFGE, LOCAL 1904 AND US ARMY COMMUNICATIONS-ELECTRONICS COMMAND

SECTION 1. This article and the appropriate regulations shall be the framework for appraising and/or evaluating employees in the bargaining unit.

SECTION 2. The performance appraisal/evaluation system shall provide, to the maximum extent possible, a fair, objective, accurate, and job-related evaluation of job performance, and appraisals of employees shall be accomplished in a fair and equitable manner.

SECTION 3. All employees shall receive appraisals in accordance with the DA performance appraisal system AR 690-400, Chapter 4302. Responsibilities and standards will be established for each position and the standards will reflect the requirements for successful performance. Employee's performance will be a result of application of performance standards to the employee's performance requirements of the employee's position. The employee will be rated only on these requirements.

SECTION 4. Employees shall be clearly informed as to the, identity of their supervisory chain. All employee work assignments shall be made by or through the supervisory chain.

SECTION 5. In order to accurately appraise an employee's performance, supervisors shall inform employees of all performance requirements, any changes thereto, and DA Performance standards. The general terminology "duties as assigned" shall not be a requirement on the Counseling Checklist/Record.

SECTION 6. The supervisor shall discuss the plan and evaluation with the employee individually. The employee shall be given a copy of the plan and evaluation upon completion.

SECTION 7. An employee shall be given an opportunity to make written comments concerning his/her evaluation and plan. Such comments shall be attached to and filed with the evaluation and plan.

SECTION 8. Procedures for applying the performance appraisal system:

a. At the beginning of the rating period, a copy of the employee's plan shall, be given to each employee. The form shall show the critical requirements. An explanation will also be given of the five summary ratings and how they are applied.

b. During the rating period, supervisors and employees will participate in frequent discussions and reviews regarding their work performance to include specific discussions when an employee fails to complete an assignment.

c. No employee (whose position/grade has not changed), shall receive an annual evaluation report containing any rating lower than the previous annual evaluation, unless the rater has discussed this change in performance at an earlier conference.

d. Should an employee's performance become unsuccessful (level 5) the supervisor shall counsel this employee. If performance does not improve, the supervisor will develop a performance improvement plan (PIP) which shall be in writing and include whatever measures are necessary to bring the employee's performance up to a successful level. An improvement plan, at a minimum, shall contain provisions for counseling, training and setting short-term actions to be accomplished; an improvement plan shall be at least 90 days in duration unless the employee improves to a successful level in a shorter period of time. No adverse action in regard to the employee's performance, shall commence prior to completion of the improvement period.

e. At the end of the annual rating period, the supervisor's evaluation shall make allowances for factors beyond the control of the employee which may have caused an employee not to achieve a specific level.

SECTION 9. Unacceptable Performance

If remedial action for unacceptable performance as defined in 5 USC 4303 is necessary, an attempt will be made to place the employee in another appropriate position at the same or lower grade prior to removal from the Federal service. Placement in another position is dependent upon the availability of an appropriate position and subject to selection by the responsible management officials

SECTION 10. Representation during Performance Improvement Periods.

Employees shall be given the opportunity to be represented, requested, by their exclusive representative at meetings between employees and supervisors upon issuance of a PIP and future discussions. Management shall also be given the opportunity to request a personnel advisor at these meetings.

SECTION 11. Negotiated Grievance Procedure

Any dispute arising under this Article be subject to Negotiated Grievance Procedures (Article 24 of the Negotiated Agreement) and/or applicable statutory procedures.

SECTION 12. An employee whose reduction in grade or removal is proposed based on - unacceptable performance will be entitled to the following:

a. Thirty calendar days advance written notice of the proposed action. The proposal will identify specific instances of unacceptable performance on which the proposed action is based; the critical requirements involved in each instance of unacceptable performance; the employee's right to be represented; that as a member of the A.F.G.E. bargaining unit s/he is entitled to A.F.G.E. representation which may be obtained by promptly contacting the A.F.G.E. local office on extension 24675 or 542-4345; or a representative of his/her choice and the employee's right to reply both orally and in writing within 20 calendar days.

b. A written decision issued no more than 20 calendar days after the end of the response b. period as set forth in paragraph A. above, which has been issued and concurred in by a supervisor or management official who is in a higher position than the supervisor who proposed the action, unless proposed by the Commander.

SECTION 13. All time limits set forth in this Article may be extended by mutual consent of the parties.

SECTION 14. Army values will allow supervisors to make positive comments about an employee's contributions- The result should be positive-for the employee, the supervisor and the Army. Supervisory comments in the Values block are optional, and do not factor into the overall summary rating formula.

SECTION 15. TAPES as modified and agreed to by the undersigned will be for a one-year trial period from the date of implementation. On-going negotiations will occur during this period as needed. It is further understood that TAPES is the Army's new system for planning and appraising performance and there is no option to return to a former system.

SECTION 16. It is agreed by both parties that the performance appraisal system shall, to the extent practicable, provide a fair, accurate, and objective evaluation of job performance. One of the changes to Army Regulation 690-400, Total Army Performance Evaluation System, is the formula rating required for employees to receive a Level I performance evaluation. Employees must now exceed 75% or more of their objectives to receive a Successful Level I (SL1).

For the Base System performance evaluation there are 4 performance standards/responsibilities identified. This allows an employee to be rated SL1 when they exceed 3 standards, thereby meeting the 75% required, exactly.

For the Senior System performance evaluation – The proposed change for Senior System employees raises the percentage of objectives that need Excellence ratings, in order to achieve an SL1 rating. Managers will be encouraged to provide a sufficient number of objectives (4, 8, 12, 16, etc.) in order for an employee to meet the 75% minimum requirement. If this is not possible, the manager will notify the employee of the number of objectives they must receive an excellence in, in order to received an SL1 rating.

The following calculations will assist managers and employees in understanding what is needed to achieve an SL1 rating. If the employee has a total of:

- 4 objectives they must be Excellence in 3
- 5 total, 4 Excellence
- 6 total, 5 Excellence
- 7 total, 6 Excellence
- 8 total, 6 Excellence
- 9 total, 7 Excellence
- 10 total, 8 Excellence
- 11 total, 9 Excellence
- 12 total, 9 Excellence

For the initial implementation employees will be counseled and an addendum will be signed and attached to the support form or counseling checklist for Base System employees.

Managers and supervisors will be provided a copy of this agreement to insure that they are aware of this requirement.

APPENDIX C

PROCEDURES FOR GRIEVANCES INVOLVING DISCIPLINARY ACTIONS (rev 03/97)

1. Introduction. The following grievance procedure was developed as an alternative to the current procedure contained in the negotiated agreement, Article 24 & 25, dated 6 Jan 81 between the U.S. Army Communications-Electronics Command (CECOM) and American Federation of Government Employees (AFGE), Local 1904. These procedures will be tested for a one year period from the date executed. These alternative procedures apply to all bargaining unit members of AFGE. The parties further agree these procedures will be used unless both parties agree it is inappropriate.

2. Purpose. The goal and purpose of this method of dispute resolution is to keep the dispute within the organization, provide a mechanism to resolve it fairly and equitably for all parties and control costs associated with outside arbitration.

3. Applicability. These procedures will be used to grieve disciplinary actions taken against an employee causing anything critical of the employee to be placed in the official personnel folder (OPF). They do not apply to adverse actions, removals, or downgrades based on unacceptable performance. They will be used following a final decision of disciplinary action by bargaining unit employees who have not executed an Alternative Discipline Agreement (ADA). Examples covered by this procedure include: Insubordination, Fighting/Creating a Disturbance, Sleeping on duty, Loafing/delay in carrying out instructions, Attendance related offenses, Discourtesy, Misuse/abuse of Government property, Failure to observe written regulations, orders, rules or procedures, and Conduct unbecoming a Federal employee. Any action not mentioned above can be reviewed by both parties and referred to this process if both parties agree. Any allegations/complaints of discrimination are excluded from this procedure.

4. Procedures.

a. If the employee or the Union wishes to grieve a final written decision of disciplinary action he/she (or the representative) does so by preparing a written statement of the grievance with the relief requested and a request for a panel review of the decision.

b. The grievant/representative has 10 working days from receipt of the decision letter to present the grievance to the servicing Personnel Management Specialist (PMA) or his/her designee. The only exception to the filing requirement is if the disciplinary action results in a suspension. The 10 day filing period is extended to begin on the day the employee returns to duty. (This is based on an existing understanding that during the period of suspension the employee is neither working or in a duty status and should not be held to a "working day" suspense.) The PMS will notify the Union (if they are not representing the employee) of the grievant's intent to use this procedure. If an employee does not designate the Union, the Union

reserves the right to approve that representative. If the Union does not approve a requested representative, the Union must provide representation.

5. Time Limits:

a. All reasonable requests for an extension of the time limits will be granted. Extensions can be granted. Extensions can be granted by the servicing Personnel Management Specialist (PMS), appropriate management official (appropriate management official is an individual in the line of supervision) or the Union.

b. All grievances received in P&T after 10 working days from receipt of the decision letter will be rejected as untimely unless there is an agreed upon extension. If the parties do not agree on the issue of timeliness, the panel will be convened to decide the issue. The procedures for the timeliness issue will be the same as paragraph 6.a-d. If the decision is that the grievance is timely, the panel is re-convened. If the decision is the grievance is untimely, the grievance will be rejected and the panel is dismissed. A memorandum for record will be prepared by the PMS.

6. Panel Review:

a. After determining that the grievance is appropriate for processing, the PMS has 10 working days to set-up the panel. This consists of contracting the proposing official to name a representative of his/her choice, selecting panel members, confirming a hearing date/location, confirming a pre-hearing meeting date/location with the moderator and notifying the moderator and representatives.

b. The hearing will consist of a panel of three neutrals and two representatives, one designated by the employee (who serves as the employee's representative); one designated by the management official that proposed the disciplinary action (who serves as management's representative), witnesses and the moderator. The neutrals are selected from a roster. No panel member (other than the employee's representative) may have been directly involved in the disciplinary action, be related to either employee or supervisor or be a subordinate of the grievant's immediate supervisor. (The grievant will be present throughout the entire proceeding).

c. Three neutral members will be chosen from a standing roster to select the names the grievant will be asked to select a number and the management official will be asked to select a number and the first neutral selected will be asked for a number. The numbers are matched to the names on the roster. Individuals currently employed in the grievant's directorate/office will be excluded.

d. When the neutral members are initially chosen, the PMS will notify each member and provide them with copies of the procedures to be followed. The PMS will not discuss the merits of the case with any of the panel members.

e. The moderator will meet with the representatives/Personnel Management Specialist at least 5 working days prior to the panel proceeding. This meeting will serve to define issues, review/approve all documents and witness lists and explore possible settlement. No changes will be made to documents/witness lists following that meeting without the mutual written consent of both parties. Both sides will submit written witness lists, that will include a brief statement of expected testimony, and all documents. Any disagreement will be resolved by the moderator. The documents will be indexed and tabbed by the PMS prior to distribution to the panel members. Documents will be given to the panelists well enough in advance of the hearing so that they are completely familiar with the case.

f. No documents or witnesses can be introduced during the hearing that were not previously provided to both parties and approved by the moderator. This includes any document/notes that a witness brings to the hearing to refer to. As a minimum, panelists will receive:

- A copy of the basic negotiated agreement.
- A copy of the memorandum proposing the disciplinary action.
- A copy of the employee's response.
- A copy of the memorandum of decision.
- A copy of AR 690-700, Chapter 751 Discipline.
- All other documents that were relied upon to take the action.
- All documents and the witness list submitted by either party.

g. The role of the pane is to determine if the disciplinary action was warranted and that the penalty was consistent with the range of penalties contained in AR 690-700, Chapter 751, "Discipline." The panel's decision will be based on a preponderance of the evidence, i.e. the degree of relevant evidence that a reasonable person, considering the record as a whole, would accept as sufficient to find that a contested fact is more likely true than untrue.

h. The hearing is convened. A moderator will preside. If the Union is not representing the employee on the panel, the Union may observe but will not actively participate. The Union President (or designees)/Labor Relations Specialist/servicing Personnel Management Specialist may be observers to the panel proceeding at any time. The supervisor presents its case first followed by his/her witness(es). The grievant presents his/her case followed by his/her witness(es). As each side presents they must be prepared to offer proof to substantiate their position. If witnesses are not available at the time of hearing, the hearing proceeds and the decision is based on the information presented. (All hearings will convene at 9:00 a.m. and conclude not later than 4:00 p.m.).

i. The supervisor's representative begins questioning witnesses followed by the grievant's representative. The neutral panelists may ask questions. After all information has been presented the two representatives may give a closing statement. (Management's rep first, followed by the grievant's rep). The neutrals then adjourn to deliberate. The three neutrals vote by secret ballot. The decision is announced by the Moderator. The decision of the panel is to (1) sustain the action and penalty, (2) sustain the action, but mitigate (reduce) the penalty, (3) rescind the action. Absent consensus, a majority rules. All documents are returned to the P&T representative. A final Memorandum for Record is prepared by P&T following a standard format at Attachment A, and forwarded to all parties within 10 working days of the panel date.

6. Final Decision. All decisions will be final and binding on both parties. A decision will be issued on the same day the panel convenes. If the decision results in mitigation of the penalty or removal of the penalty, the appropriate forms will be issued within two pay periods from the date of the decision and any loss of pay will be restored. Neither party may request further review of the same issue under another grievance procedure.

ATTACHMENT A

AMSEL-PT

MEMORANDUM FOR RECORD

SUBJECT: Grievance Proceeding (Name of Grievant)

1. A panel was convened on (Date) to review the issues presented by (Name of Grievant) on a grievance involving a disciplinary action. The grievant's relief was stated as (state the relief).
2. An oral decision was announced as (state the decision). (If the decision includes a recommendation to mitigate the penalty the memorandum decision should include a statement that the panel mitigated the penalty to -----). This decision is final and binding on both parties.
3. The grievant and the supervisor have been informed of the decision. Neither party may request a further review of the same grievance under another grievance procedure.
4. (As the decision in this case denied the relief no further action is required.) or (As the decision in this case granted the relief or resulted in a mitigation of the penalty, the appropriate paperwork will be prepared and processed by the servicing Personnel Management Specialist within two full pay periods from the date of this decision.).

GRIEVANT

DECIDING OFFICIAL

PREPARED BY _____
Personnel Management Specialist

PROCEDURES FOR PANEL MEMBERS

The panel review is the final step in this grievance process. Panelists act as arbitrators of the dispute with a final decision based on a majority vote. As a neutral member of the panel you will be asked to agree to adhere to certain Standards of Responsibility. These standards address the duty to be honest, unbiased and impartial, maintain confidentiality and refrain from participation if there is a conflict of interest.

It is not necessary to have particular interpersonal skills in this role. It is important, however to keep in mind the issues that need to be resolved. The issues before you may involve both formal disciplinary actions, e.g., those taken against an employee which cause anything critical of the employee to be placed in the official personnel folder (OPF) or informal disciplinary actions such as an oral admonishment or reprimand. You are being asked to determine if the offense occurred is based on a preponderance of the evidence. A preponderance of the evidence is defined as the degree of relevant evidence that a reasonable person, considering the record as a whole, would accept as sufficient to find that a contested fact is more likely true than untrue. Do not allow personalities or the dynamics of a conflict to affect your fair consideration of the facts. Critical to your role as a panel member is your ability to listen carefully to the information as presented, focus on the relevant issues and distinguish between facts and opinions. A fact is something which actually exists, and cannot be denied. An opinion is a conclusion, a feeling or a belief which may not be supported by facts.

In the case of a disciplinary action, management has the burden of proof with respect to the charges. The question is not whether management had reason to believe that the misconduct occurred, but whether it occurred and whether the grievant was responsible for it and if so, was the penalty appropriate or were there mitigating circumstances. It is also important to understand that disciplinary action is used to correct inappropriate behavior, not to punish employees. The purpose is to correct the problem, not to punish the employee beyond the action necessary to reasonably ensure that the same conduct will not be repeated.

If it has been decided that the offense occurred based on a preponderance of the evidence, your role as a panelist is also to decide if the penalty selected was reasonable in relation to the offense. Table 1-1 contained in AR 690-700 sets forth a range of discretionary penalties offered as a guide in administering discipline to employees for particular offenses. As the table is provided only as a guide, the penalty selected may be less stringent or more stringent as circumstances warrant. Selection of an appropriate penalty involves a responsible balancing of the relevant factors in the individual case. Factors include the seriousness of the offense, the impact on the mission and operation of the organization, the nature of the employee's work, the employee's length of service and record, whether this was a first offense or a repeated offense and penalties that have been applied in similar situations (the panel can request this information from the Personnel Management Specialist).

After all testimony and closing remarks have been provided the Moderator will adjourn the panel for deliberation. During deliberation you should discuss the testimony offered and review the documents provided. No decision should be reached before all pertinent facts and opinions

have been obtained and evaluated. The deliberation will focus on the issues of the case without unnecessary digression. A majority decision will be reached that day. No extension of time can be granted to defer the decision. The decision of the panel is (1) to sustain the action and the penalty, (2) to sustain the action, but mitigate (reduce) the penalty or (3) to rescind the action.

All of the information presented, and the content of the proceeding is confidential. All panel notes and written material developed during the hearing will be given to the Moderator upon conclusion of the hearing. The Moderator will then turn them over to the PMS.

ROLE OF THE MODERATOR

Each panel proceeding will have a moderator agreeable to both parties. The moderator will not engage in any discussion regarding the merits of the case with anyone. Questions concerning procedural/technical guidance will be directed to the Labor Relations Specialist/Union President jointly.

At least 5 working days prior to the hearing the moderator will meet with the representative/Personnel Management Specialist to approve documents/witnesses submitted by the parties.

Just prior to the start of the hearing the moderator will offer the parties a final opportunity for settlement.

The hearing will begin with the Moderator confirming that each panelist has reviewed the complete package of information provided and has read and signed the Standards of Responsibility. The moderator will:

- introduce each individual panel member and representative by name.
- inform panel members that the contents of this hearing are confidential and will not be discussed with anyone after the conclusion of this hearing.
- introduce each witness by name.
- inform witnesses that the contents of this hearing are confidential and will not be discussed with anyone after the conclusion of this hearing.
- provide specific direction to both parties if a dispute arises over procedural or substantive issues. Any lengthy debate/discussion between the representatives and the moderator (at the moderator's discretion), will exclude the neutrals and any witnesses.
- rule on any objections raised by either party.
- keep the proceeding focused and follow the order of questioning.
- rule on the relevance of testimony/questions.
- limit questions from the neutral panel members to avoid redundant or irrelevant questions.
- excuse anyone from the proceeding that engages in rude or disorderly conduct.
- provide the neutral panel members with final instructions.

- adjourn the proceeding following final testimony so that panel members can discuss their findings and vote.

- be available to the panelists during deliberation to answer questions.

- announce the vote.

- collect all panel notes and written materials at the conclusion of the hearing returning them to the Personnel Management Specialist.

MODERATOR'S FINAL INSTRUCTIONS TO THE PANEL

Discipline Grievances:

You have just heard testimony in the case of _____. M_____ Filed a grievance requesting_____.

In the case of a disciplinary action, management has the burden of proof with respect to the charges. The question is not whether management had reason to believe that the misconduct occurred, but whether it occurred and whether the grievant was responsible for it and if so, was the penalty appropriate or were there mitigating circumstances.

If it has been decided that the offense occurred based on a preponderance of the evidence, your role as a panelist is also to decide if the penalty selected was reasonable in relation to the offense.

You should carefully evaluate and discuss the facts before reaching a decision. Your decision will be (1) to sustain the action and the penalty, (2) to sustain the action, but mitigate (reduce) the penalty or (3) to rescind the action.

Remember, all of the information presented, and the content of the proceeding is confidential. All panel notes and written material developed during the hearing will be given to me upon conclusion of the hearing. I will turn them over to the Personnel Management Specialist.

STANDARDS OF RESPONSIBILITY*

- The neutral members of the panel have a duty to be honest and unbiased, act in good faith, be diligent and not seek to advance any personal interests.
- The neutral must maintain impartiality toward all parties. Impartiality means freedom from favoritism or bias either by word or by action.
- Confidentiality is critical to the dispute. Confidentiality encourages candor and a full exploration of the issues. The neutral must resist all attempts to cause him or her to reveal any information outside the process.
- Panel members must refrain from participation if he or she believes that participation as a panelist would be a conflict of interest.

I have read and agree to adhere to the above standards of responsibility.

(Printed Name/Signature)

*These standards were extracted from the Ethical Standards of Professional Responsibility, adopted June 1986 by the Society of Professionals in Dispute Resolution.

APPENDIX D

PROCEDURES FOR GRIEVANCES INVOLVING OVERALL PERFORMANCE RATINGS OF SUCCESSFUL LEVEL 3 OR HIGHER (REV x/xx/97)

1. Introduction. The following grievance procedure was developed as an alternative to the current procedure contained in the negotiated agreement, Article 24 & 25, dated 6 Jan 81 between the U.S. Army Communications-Electronics Command (CECOM) and American Federation of Government Employees (AFGE), Local 1904. These alternative procedures apply to all bargaining unit members of AFGE. The parties further agree these procedures will be used unless both parties agree it is inappropriate.
2. Purpose. The goal and purpose of this method of resolution is to keep the dispute within the organization, provide a mechanism to resolve it fairly and equitably for all parties and control costs associated with outside arbitration.
3. Applicability. These procedures will be used to grieve a performance rating of Successful Level 3 or higher. Any allegations/complaints of discrimination are excluded from these procedures.
4. Procedures:
 - a. The Employee has 10 working days from receipt of the original performance appraisal, signed by both Rater and Senior Rater, to complain about their performance rating. The Employee Representative initiates a meeting to informally resolve the complaint with the Senior Rater. This meeting will occur as soon as possible with the goal of resolving the complaint. The Senior Rater should listen carefully to the issues, give full consideration to the Employee's point of view, clarify any misperceptions and fully evaluate the facts before reaching a decision. The Employee's Representative will not prevent the Employee from answering questions or in any way inhibit the resolution of the complaint.
 - b. If unable to resolve, the Senior Rater will notify the servicing Personnel Management Specialist (PMS), P&T Directorate and issue a written response to the Employee within 5 working days of the meeting, denying/approving a change to the performance rating. The Employee will date and acknowledge receipt of the decision to the Senior Rater. If a written decision has not been issued by the Senior Rater within 5 working days or agreed upon extension date, the Employee can choose to proceed to the panel review or withdraw the grievance.
 - c. A formal grievance will be initiated by the Employee/Representative within 10 working days from the receipt of the Senior Rater's decision (or in the absence of a decision). The grievance is addressed to the Director, P&T (AMSEL-PT) and includes a written statement of the issues and the response by the Senior Rater. If the formal grievance is not prepared by the Representative, the Grievant will include the name of their Representative. If an Employee does not designate the Union as their Representative, the Union reserves the right to approve that

Representative. If the Union does not approve a requested Representative, the Union must provide representation.

5. Time Limits:

a. All reasonable requests for an extension of the time limits will be granted. Extensions can be granted by the servicing Personnel Management Specialist (PMS), appropriate Management Official (appropriate Management Official is someone in the rating chain) or the Union.

b. All grievances received in P&T after 10 working days from receipt of the Senior Rater's (or absence of) decision, will be returned as untimely unless there is an agreed upon extension. If the parties do not agree on the issue of timeliness, the panel will be convened to decide the issue. The procedures for the timeliness issue will be the same as paragraph 6.g. & h. If the decision is that the grievance is timely, the panel is dismissed. A memorandum for record will be prepared by the PMS.

6. Panel Review:

a. After determining that the grievance is appropriate for processing, the PMS has 10 working days to setup the panel. This consists of contacting the Rater to name a Representative of his/her choice, selecting Panel Members, confirming a hearing date/location, confirming/notifying a pre-hearing meeting date/location with the Moderator and Representatives.

b. The hearing will consist of a panel of three neutrals and two Representatives (one designated by the Employee, one designated by the Rating Official) witnesses and the Moderator. The neutrals are selected from a roster. No Panel Member may have been involved in the performance appraisal being grieved. No Panel Member may have been a subordinate of the rating officials. Three neutral members will be chosen from a standing roster developed through open nominations from each major directorate/activity/office. To select the names the Grievant will be asked to select a number, the Management Official will be asked to select a number and the first neutral selected will be asked to select a number. The numbers will be matched to the names on the roster. Individuals currently employed in the Grievant's activity (division) or related to the Employee or Rater will be excluded.

c. When the neutral members are initially chosen, the PMS will notify each member and provide them with copies of the procedures to be followed. The PMS will not discuss the merits of the case with any of the neutral Panel Members.

d. The Moderator will conduct a pre-hearing meeting IAW the Pre-Hearing Agenda (see attachment B) with the Representatives/PMS at least 10 working days prior to the panel proceeding. This meeting will serve to define the issues, review/approve all documents and witness lists and explore the possible settlement. No changes will be made to documents/witness lists following the pre-hearing meeting without the mutual written consent of both

Representatives. Any pre-hearing meeting disagreement will be resolved by the Moderator. The documents will be indexed and tabbed by the PMS, with the packet authenticated by the Moderator, prior to distribution to the Representatives/Panel Members. Documents will be given to the Reps/panelists well enough in advance of the hearing so that they are completely familiar with the case, but as a minimum at least 5 working days prior to the panel hearing.

e. The name of each witness, on a Witness List, will include an Offer of Proof (a brief statement of expected testimony). No documents or witnesses can be introduced during the hearing that were not previously approved at the pre-hearing meeting, without the mutual written consent of both Reps. This includes any documents/notes that a witness brings to the hearing to refer to. As a minimum, packet distributed by the PMS will include:

- (1) A copy of the grievance and Senior Rater's response.
- (2) A copy of the performance evaluation and performance objectives.
- (3) A copy of the TAPES regulation and related negotiated agreements between the Union and Management.
- (4) A copy of the official position description
- (5) All documents and witness list submitted by either party.

Management/Grievant's Representative will notify any witness to be available at the specified time and date.

f. The role of the panel is to determine if the performance criteria were appropriately applied. The Grievant bears the ultimate burden to establish that the performance warrants a higher rating than the one officially assigned. The Rater has responsibility for articulating the reasons for the rating. The panel will grant or deny the relief. It can arrive at an alternate solution that has not been requested by the Grievant, but it cannot rewrite or change regulatory guidance or policy.

g. The hearing is convened. A Moderator will preside. If the Union is not representing the Employee, the Union may observe, but will not actively participate. The Union President (or designee)/Labor Relations Specialist/servicing PMS may also be observers to the panel proceeding at any time. The Grievant's Rep presents his/her case first and states the relief being sought. The Management Rep then presents his/her case. If witnesses are not available at the time of the hearing, the hearing proceeds and the decision is based on the information presented. The Grievant and Management Representatives, respectively, may give an opening statement. The Grievant's Representative begins questioning his/her witnesses followed by Management's Representative. The Management Representative begins the questioning for his/her witnesses followed by the Grievant's Representative. The neutral panelists may ask questions.

h. After all information has been presented, the two Representatives may give a closing statement. (The Grievant's Rep first, followed by the Management Rep). The neutrals then adjourn to deliberate. The three neutrals vote and render a majority decision. The majority decision is announced by the Moderator with no vote count revealed. The decision is announced as the relief is denied, the performance rating is sustained or relief is granted, the performance rating is raised. All Panel Member documents are returned to the PMS. A final Memorandum for Record (MFR) is prepared by P&T following the format provided at Attachment A.

7. Final Decision. All decisions will be final and binding on both parties. If the decision results in a rating change, the appropriate forms will be changed and processed within two pay periods from the date of the decision. If as a result of the decision, a performance-based award is appropriate, that will be documented on the appropriate forms and processed within two pay periods from the date of the decision. Any performance-based awards should be consistent with other ratings within the organization. Neither party may request a further review of the same grievance under another grievance procedure. The servicing PMS will prepare a final MFR, documenting the procedures and final disposition. Copies of the signed MFR are distributed to the Grievant Rater and P&T file.

PROCEDURES FOR PANEL MEMBERS

The panel review is the final step in this grievance process. Panelists act as arbitrators of the dispute with a decision made by majority vote. As a neutral member of the panel you will be asked to agree to adhere to certain Standards of Responsibility. These standards address the duty to be honest, unbiased and impartial, maintain confidentiality and refrain from participation if you would be in a position of conflict of interest.

It is not necessary to develop particular interpersonal skills in this role. It is important, however, to keep in mind the issues that need to be resolved. Your role is to decide whether or not the performance rating should be changed based on the facts presented. Do not allow personalities or the dynamics of a conflict to affect your fair consideration of the facts. Critical to your role as a panel member is your ability to listen carefully to the information presented, focus on the relevant issues as well as to distinguish between facts and opinions. A fact is something which actually exists and cannot be denied. An opinion is a conclusion, a feeling or a belief which may not be supported by the facts.

Since the Grievant is requesting a change to their performance rating, the Grievant bears the burden to establish how their performance exceeded the objectives and should result in a higher rating. The rating officials are responsible for articulating the reasons for the rating given.

The specific order of questioning is outlined in paragraph 6.g. of the procedures. After all testimony and closing remarks have been provided, the Moderator will adjourn the panel for the deliberation. A Chairperson will be appointed by the Moderator for the purpose of administering the deliberation, calling for the vote and telling the Moderator the decision. During deliberation you should be reached before all pertinent facts and opinions have been obtained and evaluated. The deliberation will focus on the issues of the case without unnecessary digression. The vote will be called and a majority decision will be reached that day. No extension of time will be granted to defer the decision. The decision of the panel is to either (1) sustain the rating that was given or (2) grant the Grievant a higher rating.

All of the information presented and the content of the proceeding is confidential. All panel member notes and written material developed during the hearing will be given to the Moderator upon conclusion of the hearing. The Moderator will then turn them over to the PMS.

ROLE OF THE MODERATOR

Each panel proceeding will have a Moderator agreeable to both parties. The Moderator will not engage in any discussion regarding the merits of the case with anyone. Questions concerning procedural/technical guidance will be directed to the Labor Relations Specialist/Union President jointly.

At least 10 working days prior to the hearing the Moderator will conduct a pre-hearing meeting with the Representatives/PMS and approve the documents and witnesses submitted by the parties.

Just prior to the start of the hearing the Moderator will offer the parties a final opportunity for settlement.

The hearing will begin with the Moderator confirming that each Panelist has reviewed the complete package of information provided and has read and signed the Standards of Responsibility. The Moderator will:

- introduce each individual by name and role, e.g. Employee Representative, Management Representative, rater, etc.;
- provide specific direction to both parties if a dispute arises over procedural or substantive issues. Any debate/discussion between the Representatives and the Moderator will exclude the neutrals and any witnesses;
- rule on any objections raised by either party;
- keep the proceeding focused and follow the order of questioning;
- prevent anyone from dominating the proceeding or badgering a witness;
- limit questions from the neutral Panel Members to clarification on a question asked, answer given or issue raised;
- excuse anyone from the proceeding that engages in rude or disorderly conduct;
- provide the Panel Members with final instructions;
- adjourn the proceeding following final testimony so the Panel Members can discuss their findings and vote;
- be available to the panelists during deliberation to answer questions;
- announce the vote;

- collect all notes and written materials at the conclusion of the hearing and return them to the Personnel Management Specialist.

ATTACHMENT A

AMSEL-PT

MEMORANDUM FOR RECORD

SUBJECT: Grievance Proceeding (Name of Grievant)

1. A hearing was convened (Date) to review the issues presented by (Name of Grievant) on a grievance involving an overall performance rating. The Grievant's relief was stated as (state the relief).
2. An oral decision was announced as (the relief is denied) or (the performance rating is raised to Block X). This decision is final and binding on both parties.
3. The Grievant and the rater have been informed of the decision. Neither party may request a further review of the same grievance under another grievance procedure.
4. (As the decision in this case denied relief, no further action is required) or (As the decision in this case granted relief, new appraisal documents will be prepared by the rating officials and processed within two full pay periods from the date of this decision).

GRIEVANT

RATER

PREPARED BY _____
P&T FACILITATOR

ATTACHMENT B

PRE-HEARING MEETING AGENDA

Review Procedure (re: paragraph 6.d):

1. The Moderator will meet with the Representatives & Personnel Management Specialist (PMS) at least 10 working days prior to the panel proceeding.
 - a. The meeting will serve to:
 - (1) define issues
 - (2) review/approve all documents
 - (3) review/approve witness lists
 - (4) explore possible settlement
 - b. No changes will be made to documents/witness lists following that meeting without the mutual written consent of both parties (the Grievant and Agency Representatives).
2. Any disagreement will be resolved by the Moderator.
3. The documents will be indexed and tabbed by the PMS prior to distribution to the panel member.
4. Documents will be given to the panelists well enough in advance of the hearing so that they are completely familiar with the case, but as a minimum at least 5 working days prior to the panel hearing.
5. The name of each witness will include a brief statement of expected testimony.
6. No documents or witnesses can be introduced during the hearing that were not previously provided to both parties and approved by the Moderator. This includes any document notes that a witness brings to the hearing to refer to.

ATTACHMENT B

PRE-HEARING MEETING AGENDA (continued)

Complete the “Discovery Process”:

1. The Grievant’s Representative identifies the hearing issue(s) to the Moderator.
2. The Grievant’s Representative individually presents exhibits/witness list to the Moderator and the Agency Representative.
 - a. The Grievant’s Representative presents an Offer of Proof (rationale), to the Moderator, for accepting the exhibit/witness list.
 - b. The Agency Representative has the option to offer factual objection(s).
 - c. The Grievant’s Representative has the option to offer a counter argument(s) for acceptability.
 - d. The Moderator rules on the exhibit/witness list’s admissibility.
 - e. The PMS gathers a copy of each accepted exhibit/witness for tabbing/indexing.
3. The Agency and Grievant Representative roles, as detailed in paragraph 2, are reversed as the Moderator rules on the Agency’s exhibit/witness lists.

ATTACHMENT B

PRE-HEARING MEETING AGENDA (continued)

Conclusion/follow-up (re: paragraph 6.d):

1. The Moderator seeks settlement between the Representatives after Discovery is completed.
2. The Moderator, in consultation with the Representatives, will assign a hearing date in accordance with the negotiated performance grievance procedures.
3. The PMS prepares a packet of the indexed/tabbed exhibits approved by the Moderator.
 - a. The PMS presents the packet to the Moderator for final review/authentication.
 - b. After the Moderator has authenticated the packet; the PMS will prepare/distribute the packet to the Moderator, 2 Representatives, and 3 Panel Members.

Moderator's Final Instructions to the Panel

Performance Rating Grievances:

You have just heard testimony in the case of _____.
M_____ filed a grievance requesting that his/her performance rating be raised to a Level _____.

It is (the grievant)/s burden to clearly articulate how his/her performance exceeded the objectives and should result in a higher rating.

The rating officials were responsible for substantiating the rating.

You should carefully evaluate and discuss the facts before reaching a decision. Base your decision on the facts presented. If you believe the grievant met his/her burden, your decision should be that the performance warrants the rating requested by the grievant. If the grievant did not meet this burden your decision should be that the grievance is denied and the performance rating is unchanged. You cannot arrive at an alternate solution. (For example: If the employee was rated Level 3 and has requested a Level 1, you cannot recommend a Level 2 rating.)

STANDARDS OF RESPONSIBILITY*

- The neutral members of the panel have a duty to be honest and unbiased, act in good faith, be diligent and not seek to advance any personal interests.
- The neutral must maintain impartiality toward all parties. Impartiality means freedom from favoritism or bias either by word or by action.
- Confidentiality is critical to the dispute. Confidentiality encourages candor and a full exploration of the issues. The neutral must resist all attempts to cause him or her to reveal any information outside the process.
- Panel members must refrain from participation if her or she believes that participation as a panelist would be a conflict of interest.

I have read and agree to adhere to the above standards of responsibility.

(Printed Name/Signature)

*These standards were extracted from the Ethical Standards of Professional Responsibility, adopted June 1986 by the Society of Professionals in Dispute Resolution.

OFFICIAL TIME USAGE

<hr/> Date		<hr/> Bargaining Unit
<hr/> Union Official's Name	<hr/> Union	<hr/> Union Position

1. Contract Negotiations (including time spent with FMCS, FSIP and in preparation for negotiations).

A. Basic, Renegotiation or Reopener Negotiations

Hours

B. Midterm Negotiations

Hours

2. On-Going Labor-Management Relations (including FLRA Unfair Labor Practice preparation and representation proceedings, training for union representatives, preparation for meetings and formal and informal meetings).

Hours

3. Grievances & Appeals

A. Grievance and Arbitration Under the Negotiated Agreement

Hours

B. All Other Grievances and Appeals (including grievances under the DA grievance procedure, appeals to MSPB and EEO complaints).

Hours

4. Travel and Per Diem

A. Labor-Management Relations (all travel and per diem except those associated with 3B).

Travel

Per Diem

B. All Other (all travel and per diem associated with 3B).

Travel

Per Diem

<hr/> Union Representative's Signature	<hr/> Supervisor's Signature	
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DRSEL Form 1134 1 Apr 82	(Supersedes DRSEL 1134, Apr 80 and DRSEL Form 1138)	HISA-FM 994-82
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